



Order under Section 30 Residential Tenancies Act, 2006

Citation: Sharo v Meleka, 2026 ONLTB 28129

Date: 2026-04-07

File Number: LTB-T-042841-23

In the matter of: 27 PAIRASH AVE
RICHMOND HILL ON L4C0N1

Between: Sharon Mojdeh Momeni Tenant

And

Nehal Meleka Landlord

Sharon Mojdeh Momeni (the 'Tenant') applied for an order determining that Nehal Meleka (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on October 16, 2024, March 26, 2025, and November 19, 2025.

This matter was heard with LTB-L-047953-23 and LTB-L-021907-24.

The Landlord, the Landlord's legal representative, Mihai Paunescu, the Tenant, and the Tenant's legal representative, Agatha Small, attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Tenant paid for a home protection plan to mitigate the Landlord's maintenance expenses.
2. Therefore, the Landlord must pay the Tenant \$188.22.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit by transferring the cost of some repair and maintenance expenses to the Tenant. In May 2019 the Landlord suggested the Tenant pay for a home care protection plan instead of paying a rent increase.
4. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance

obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

5. In this case the majority of the issues were either addressed by the Landlord in a reasonable time or the Landlord was not given an opportunity to complete the repairs.
6. The Tenant submitted an invoice for the replacement of a toilet in the master bedroom, the replacement of valves in three toilets, and the replacement of a shower head. I find that the toilet replacement was for cosmetic reasons and was not required for maintenance, and there is insufficient evidence to demonstrate that the valves and shower head needed to be replaced.
7. The Tenant replaced paving stones in the backyard with artificial grass and seeks reimbursement for this expense. The Tenant did not ask for, and was not given, permission to do this work and it was not necessary for the maintenance of the property. Although the Tenant says she fell on the stones, there is no evidence that the stones were dangerous or that the artificial grass which replaced them would be any less slippery.
8. The invoice for repairs to the washer, dryer, and dishwasher is not supported by any details of work done or the reason for the repairs. The Landlord does not recall being advised of problems and the Tenant had no record of reporting concerns.
9. The Tenant notified the Landlord of concerns with the air conditioning on April 13, 2023 and purchased a protection plan from Enercare the next day to cover the desired repairs. One day is not sufficient time for the Landlord to respond to a maintenance request of this nature.
10. The Tenant advised the Landlord of water leaking into the basement on July 17, 2023. The Landlord initiated investigations and initial repairs in a timely manner. It was identified that the water was originating from an unused water line to the fridge, and the leak was stopped. The investigation and repairs created some holes in the basement ceiling which needed to be repaired. The Landlord advised the Tenant that their insurance company would cover the repairs, however the Tenant was unhappy with the pace of repairs and hired a contractor to complete the work on September 23, 2023. In my view the work was cosmetic in nature and the Landlord was taking reasonable steps to complete the work, so they were not in breach of their obligations.

Remedies

11. The Tenant incurred the following costs and out-of-pocket expenses because of the Landlord's breach: The home care protection plan covered various maintenance expenses which were the Landlord's responsibility. The monthly cost of the protection plan was \$37.24 plus HST, or \$42.08 per month.
12. I am satisfied that the parties agreed to this arrangement whereby the Tenant would pay for the protection plan in lieu of a rent increase. While not ideal, if the cost of the protection plan was equal to or less than the allowable increase, there would not be any financial detriment to the Tenant and in my view a remedy would likely not be justified. In this case, the monthly cost of the protection plan was 2.1% of the monthly rent. The legal

rent increase for 2019 was 1.8% and the cost of the protection plan was greater than the legal rent increase for that year. Accordingly, I find the Tenant paid more than the maximum amount of a rent increase and is entitled to be compensated the difference. Based on a monthly rent of \$1,947.50 and a remedy period of May 2022 to May 2024, this equals \$140.22.

It is ordered that:

1. The Landlord shall pay the Tenant is \$188.22. This amount represents:
 - \$140.22 for
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 18, 2026.
3. The amount owing by the Landlord may be applied to the amount owing by the Tenant pursuant to LTB-L-047953-23 and LTB-L-021907-24.

April 7, 2026
Date Issued

Dawn Carr
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.